CA093499

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee 4-Law Enforcement, Fire Corrections & Courts

For Commission Action on April 13, 2009

A RESOLUTION AMENDING THE FY 2009 OPERATING BUDGET IN THE AMOUNT OF $1,840.00 FOR THE SHELBY COUNTY OFFICE OF PREPAREDNESS TO FULLY EXPEND FUNDS FROM THE 2007 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM. THIS ITEM REQUIRES THE EXPENDITURE OF PASS THROUGH GRANT FUNDS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAM IN THE AMOUNT OF $1,840.00 SPONSORED BY COMMISSIONER SIDNEY CHISM.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

__X___ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: $_____; County CIP Funds $_____

State Grant Funds: $_____; State Gas Tax Funds: $_____

Federal Grant Funds: $1,840.00

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: **Office of Preparedness**

APPROVAL:

Dept. Head:	Robert Nations, Jr. 901-515-2601 (Print your name & phone #)	(Initials)	03/30/09 (Date)
Elected Official:	(Print your name & phone #)	(Initials)	(Date)
Division Director:	Grace Hutchinson 901-545-4429 (Print your name & phone #)	(Initials)	3/2/2009 (Date)
CIP – A&F Director:	(Print your name & phone #)	(Initials)	(Date)
Finance Dept.:	Mike Swift 901-545-4269 (Print your name & phone #)	(Initials)	4/3/09 (Date)
County Attorney:	Lisa Kelly 901-545-4363 (Print your name & phone #)	(Initials)	3/31/09 (Date)
CAO/Mayor:	James F. Huntzicker 901-545-4514 (Print your name & phone #)	(Initials)	4/3/09 (Date)

4/1/09

SUMMARY SHEET

I. Description of Item:

This resolution amends the FY 2009 Operating Budget to increase the budgeted amount in Salaries and Fringes and to decrease budgeted expenditures in the Operations and Maintenance (O & M) section of the Office of Preparedness budget. The Increase in CIGNA Insurance was not anticipated when the current year budget was prepared thereby understating the anticipated expenditures in Fringe Benefits and overstating the funds available for other grant related purchases.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provides grant funds for the provision of pass-through funding from the United States Department of Homeland Security, Urban Area Initiative Grant Program.

III. Contract Items:

Type of Contract – Grant Agreement between the Military Department of Tennessee, Tennessee Emergency Management Agency and Shelby County.

IV. Additional Relevant Information:

Administration recommends approval of this resolution

ITEM NO: _____ PREPARED BY: David Cox

APPROVED BY: _____

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WHEREAS, The UASI grant funds address the unique planning, equipment, training, and exercise needs of high threat, high density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism, natural and manmade disasters; and

WHEREAS, Grant funds were received and accepted from The Military Department of Tennessee and the Tennessee Emergency Management Agency for the provision of pass-through funding associated with the implementation of the 2007 UASI grant program; and

WHEREAS, It is necessary to amend Shelby County's FY 2009 operating budget and in order to fully expend the $1,840.00 for these purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the FY 2009 Operating Budget is hereby amended and funds appropriated as stated in Exhibit A, which is attached hereto and incorporated hereinto by this reference and is fully set forth herein.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amount not to exceed $1,840.00 for purposes contained in this resolution and to take proper credit in their accounting therefore.

_____
A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____
Clerk of County Commission

ADOPTED: _____

Exhibit A
Fiscal Year 2009
FY 2007 Urban Area Security Initiative
Budget Attachment to Resolution

Account	Account Name	Current Budget	Budget Adjustment	Proposed Budget
Equipment				
257-200306-4331	FEDERAL GRANTS THRU STATE	(2,370,000.00)	1,840	(2,368,160.00)
257-200306-6026	EXPENDABLE FURN & EQUIP	1,865,000.00	(1,840)	1,863,160.00
257-200306-6637	OUTSIDE CONTRACTS	505,000.00		505,000.00
Planning				
257-200307-4331	FEDERAL GRANTS THRU STATE	(73,849.00)	(538)	(74,387.00)
257-200307-5102	SALARIES & LABOR	16,356.00		16,356.00
257-200307-5510	RETIREMENT SYSTEM CO A	1,145.00		1,145.00
257-200307-5511	RETIREMENT SYSTEM CO A	1,104.00		1,104.00
257-200307-5516	MEDICARE COVERAGE - MQFE	237.00		237.00
257-200307-5520	GROUP LIFE INSURANCE	111.00		111.00
257-200307-5543	CIGNA INSURANCE	1,371.00	538	1,909.00
257-200307-5560	LONG TERM DISABILITY	262.00		262.00
257-200307-5591	OJI EXPENSE	254.00		254.00
257-200307-5592	UNEMPLOYMENT COMP	54.00		54.00
257-200307-6637	OUTSIDE CONTRACTS	52,955.00		52,955.00
Training				
257-200308-4331	FEDERAL GRANTS THRU STATE	(688,167.00)		(688,167.00)
257-200308-5102	SALARIES & LABOR	12,537.00		12,537.00
257-200308-5510	RETIREMENT SYSTEM CO A	878.00		878.00
257-200308-5511	RETIREMENT SYSTEM CO A	846.00		846.00
257-200308-5516	MEDICARE COVERAGE - MQFE	182.00		182.00
257-200308-5520	GROUP LIFE INSURANCE	85.00		85.00
257-200308-5560	LONG TERM DISABILITY	201.00		201.00
257-200308-5591	OJI EXPENSE	194.00		194.00
257-200308-5592	UNEMPLOYMENT COMP	41.00		41.00
257-200308-6637	OUTSIDE CONTRACTS	673,203.00		673,203.00
Exercise				
257-200309-4331	FEDERAL GRANTS THRU STATE	(184,428.00)	(1,302)	(185,730.00)
257-200309-5102	SALARIES & LABOR	7,335.00		7,335.00
257-200309-5510	RETIREMENT SYSTEM CO A	513.00		513.00
257-200309-5511	RETIREMENT SYSTEM CO A	495.00		495.00
257-200309-5516	MEDICARE COVERAGE - MQFE	106.00		106.00
257-200309-5520	GROUP LIFE INSURANCE	50.00		50.00
257-200309-5543	CIGNA INSURANCE	-	1,302	1,302.00
257-200309-5560	LONG TERM DISABILITY	117.00		117.00
257-200309-5591	OJI EXPENSE	114.00		114.00
257-200309-5592	UNEMPLOYMENT COMP	24.00		24.00
257-200309-6637	OUTSIDE CONTRACTS	175,674.00		175,674.00
Management & Administration				
257-200310-4331	FEDERAL GRANTS THRU STATE	(38,787.00)		(38,787.00)
257-200310-5102	SALARIES & LABOR	10,169.00		10,169.00
257-200310-5510	RETIREMENT SYSTEM CO A	712.00		712.00
257-200310-5511	RETIREMENT SYSTEM CO A	686.00		686.00
257-200310-5516	MEDICARE COVERAGE - MQFE	147.00		147.00
257-200310-5543	CIGNA INSURANCE	1,371.00		1,371.00
257-200310-5591	OJI EXPENSE	158.00		158.00
257-200310-5592	UNEMPLOYMENT COMP	33.00		33.00
257-200310-6637	OUTSIDE CONTRACTS	25,511.00		25,511.00
	Total	-	-	-

CONTRACT SUMMARY SHEET

12-11-07

RFS #	Contract #
341 . 08 — 410 — 08	GG-08-24733-00
State Agency	**State Agency Division**
DEPARTMENT OF MILITARY	TENNESSEE EMERGENCY MANAGEMENT AGENCY
Contractor Name	**Contractor ID # (FEIN or SSN)**
SHELBY COUNTY	☒ C- or ☐ V- 626000841 47

Service Description

FY 2007 HOMELAND SECURITY GRANT PROGRAM – 2007-GE-T7-0051 - UASI

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
JULY 1, 2007	APRIL 30, 2010	SUBRECIPIENT	97.067

Mark Each TRUE Statement

☒ Contractor is on STARS ☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
341.08	37UMC	131	11	HX7	100

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008		3,672,000.00			3,672,000.00
TOTAL:		3,672,000.00			3,672,000.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:		
End Date:		

State Agency Fiscal Contact & Telephone #

MARSHA CORNISH, NATIONAL GUARD ARMORY, (615) 741-3018

State Agency Budget Officer Approval

5-1-08

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

MAY 16 2008

RECEIVED 2008 MAY 22 PM 2:45 DOHA COMPTROLLER'S OFFICE MAY 22 2008 BUDGET SERVICES

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☒ Government
☐ Asian ☐ Female ☐ Native American ☐ NOT Minority/Disadvantaged

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *
☐ Non-Competitive Negotiation * ☒ Negotiation w/ Government (ID, GG, GU)

*** Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

OCR
MAY 15 2008
RECEIVED

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
SHELBY COUNTY

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Shelby County, hereinafter referred to as the "Grantee", is for the provision of pass-through funding to fund costs related to homeland security preparedness activities associated with implementing the Tennessee State Homeland Security Strategy and the National Preparedness Goal, in accordance to the U.S. Department of Homeland Security Appropriations Act of 2007, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

A. SCOPE OF SERVICES:

A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.

A.2. All FFY 2007 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the impact that each proposed investment is anticipated to have. As part of the FFY 2007 HSGP investment justifications, Grantees are required to establish specific capability-based outcomes associated with their proposed investments. The Grantee also agrees to comply with the approved Initial Strategy Implementation Plan (ISIP) based upon the State's Homeland Security Strategy, which is the representation of the jurisdiction's commitment to detect, prevent and protect citizens from the threat of terrorism and to respond to terrorist acts and catastrophic natural disasters.

A.3. State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, equipment, training, and exercise needs to prevent, to protect against, to respond to and to recover from acts of terrorism. In addition, SHSP supports the implementation of the National Preparedness Goal (NPG), the National Incident Management System (NIMS), and the National Response Framework (NRF). Law Enforcement Terrorism Prevention Program (LETPP) provides resources to law enforcement and public safety communities (working with their private partners) to support critical terrorism prevention activities, including: establishing/enhancing fusion centers and collaborating with non-law enforcement partners, other government agencies, and the private sector. Citizens Corps Program (CCP) brings community and government leaders together to coordinate the involvement of community members in emergency preparedness, planning, mitigation, response, and recovery. Metropolitan Medical Response System (MMRS) supports designated jurisdictions to further enhance and sustain a regionally integrated, systematic mass casualty incident preparedness program that enables a response during the first crucial hours of an incident. The Homeland Security Grant Urban Area Security Initiative (UASI), provides an integrated mechanism to significantly enhance the coordination of regional efforts to prevent, respond to, and recover from incidents of terrorism involving chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks.

A.4 Each Grant funded from the FFY 2007 HSGP will be in accordance with the FFY 2007 HSGP guidance and State of Tennessee's Homeland Security Strategy.

A.5. Each Grantee has provided to the State the ISIP, which will be validated by the State and approved by the U.S. DHS, prior to the Grantee initiating purchases, training or any other activity to be paid with these funds.

A.6. The Grantee will provide to the State a Biannual Strategy Implementation Report (BSIR) to update the ISIP, as of the end of June (due July 15th) and end of December (due January 15th).

A.7. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts as well as FFY 07 projects. The Grantee further agrees that the federal funds received by this agreement will be used to supplement, but not to supplant any funds for local governments.

A.8. The Grantee agrees to comply with the financial and administrative guidelines as established by the U.S. Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations (OGO) Financial Guide. The Grantee further agrees to comply with the audit requirements of Office of Management and Budget (OMB) Circular A-133 and the standards put forth by OMB Circular A-87, that deals with cost principles for local governments.

A.9. The Grantee supports the implementation of State Homeland Security Strategies to address the identified planning, equipment, training and exercise needs for acts of terrorism. In addition, the Grantee will agree to comply with the implementation of the National Preparedness Goal (NPG), and the National Response Framework (NRF).

A.10. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest bearing account.

B. GRANT CONTRACT TERM:

B.1. This Grant Contract shall be effective for the period commencing on July 1, 2007 and ending on April 30, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three million, six hundred seventy-two thousand dollars and zero cents ($3,672,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204

a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Grantee);
(2) Invoice Date;
(3) Invoice Period (period to which the reimbursement request is applicable);
(4) Grant Contract Number (assigned by the State to this Grant Contract);
(5) Account Name: Department of Military, Tennessee Emergency Management Agency;
(6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
(7) Grantee Name;
(8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
(9) Grantee Remittance Address;
(10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
(11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:

i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
ii. Amount Reimbursed by Grant Budget Line-Item to Date;
iii. Total Amount Reimbursed under the Grant Contract to Date; and
iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.

b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

(1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
(2) not include any reimbursement requests for future expenditures.

c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.

d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security

Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.

e. The Grantee shall submit invoices within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. Invoices submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars ($0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.

c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and